

## AGENDA ITEM



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Term of July 1, 2012 through September 30, 2014

**MEETING DATE:** October 17, 2012

**PREPARED BY:** Jordan Ayers, Deputy City Manager

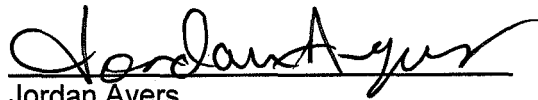
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**RECOMMENDED ACTION:** Adopt resolution authorizing the City Manager to execute the Direct Payment Program Agreement with the State of California, Department of Community Services and Development for the term of July 1, 2012 through September 30, 2014.

**BACKGROUND INFORMATION:** The LIHEAP (Low-Income Home Energy Assistance Program) is designed to provide assistance to qualified customers once a year or as a crisis intervention action. As a crisis intervention action, this program is crucial to customers who need help paying their utility bills, as otherwise they may suffer termination of service for non-payment. The State of California, Department of Community Services and Development determines program eligibility and issues funds to the City on behalf of qualified clients.

The State of California, Department of Community Services and Development (CSD) requires an agreement be entered into between CSD and the City of Lodi to provide for LIHEAP disbursements on behalf of the City of Lodi energy customers. The attached proposed agreement will provide for this program for the term of July 1, 2012 through September 30, 2014.

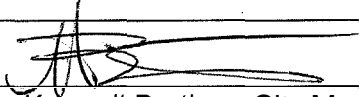
**FISCAL IMPACT:** Nominal program expenses for the City already included in Finance Division budget.

  
Jordan Ayers  
Deputy City Manager

JA/pn  
Attachments

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APPROVED: \_\_\_\_\_

  
Konradt Bartlam, City Manager

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P. O. Box 1947  
Sacramento, CA 95812-1947  
(916) 341-4200  
(916) 341-4203 (FAX)  
(916) 327-6318 (TDD)

5493(2)  
RECEIVED  
EDMUND G. BROWN, JR., Governor

JUL 23 2012  
CITY MANAGER'S OFFICE

July 17, 2012

Konradt ~~Bartlam~~, City Manager  
City of Lodi  
221 West Pine Street  
Lodi, CA 95241-1910

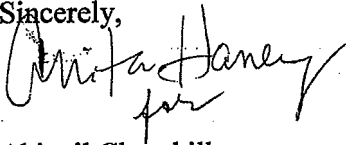
Dear Mr. Bartlam:

Re: Contract Number 12Y-1414

Enclosed is a copy of **the** signed, executed contract referenced above.

If you have any questions regarding the contract process, you may contact me at (916) 576-5316.

Sincerely,



Abigail Churchill  
Contract Services Unit

Enclosure

Flex  
your   
POWER

July 1,2012-September 30,2014  
Direct Payment Agreement  
Agreement No. 12Y-1414

**STATE OF CALIFORNIA  
AGREEMENT**

This Agreement consists of this signature page, Exhibits A through F, and Attachments I through IV, which are attached hereto and incorporated herein by this reference. It is entered into between the State of California, **Department of Community Services and Development**, and the Utility Company, **City of Lodi**:

Utility Company: **City of Lodi**  
The term of this Agreement is: July 1,2012 through September 30,2014  
The maximum amount of this Agreement is: \$-0-  
Agreed to and approved:

CONTRACTOR **City of Lodi**

By:  7-10-2012  
Authorized Signature Date Signed

Konradt Bartlam, **City Manager**  
Printed Name and Title of Person Signing

Approved as to form

  
Deputy City Attorney

Address: **City Hall, 221 W. Pine St.**  
**P.O. BOX 3006**  
**Lodi, CA 95241-1910**

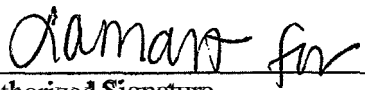
ATTEST:

  
**RANDI JOEHL**  
City Clerk

Telephone: (209)333-6700

Facsimile: (209)333-6807

STATE OF CALIFORNIA  
Department of Community Services and Development

By:  07-16-2012  
Authorized Signature Date Signed

Jean Johnson, Deputy Director of Administrative Services  
Printed Name and Title of Person Signing

Address: P.O. Box 1947  
Sacramento, California 95812-1947  
Telephone: (916) 576-7109  
Facsimile: (916) 263-1406

RECEIVED  
CONTRACT SERVICES UNIT  
2012 JUL 13 PM2:51

**Exhibit A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. The purpose of this Agreement between the Department of Community Services and Development, hereinafter referred to **as** CSD or the Department, and the **City of Lodi**, hereinafter referred to **as** Contractor, is for the purpose of making direct credit to the accounts of low-income energy customers of the Contractor that are identified by CSD **as** payment recipients under **CSD's Low-Income Home Energy Assistance Program (LIHEAP)**, which includes the Home Energy Assistance Program (*HEAP*) and Energy Crisis Intervention Program – Fast Track (ECIP-FT).

2. **LOCATION WHERE SERVICES ARE TO BE PROVIDED**

Unless specified in writing, in advance, by CSD, the location of all services to be provided by CSD under this Agreement will be at:

Department of Community Services **and** Development  
Program Services **and** Support Unit  
2389 Gateway Oaks Way, Suite 100  
Sacramento, California 95833

3. **ADDRESSES**

All notices to the parties shall, unless otherwise requested in writing, **be** sent to Contractor's address as follows:

Name and Title: Jordan Ayers, Deputy City Manager/Internal Services Director

Company name: City of Lodi

Address: P.O. Box 3006

City, State and Zip Code: Lodi , CA 95241-1910

or by facsimile to ( 209 ) 333 - 6807

and to CSD's address **as** follows:

Kathy Andry, Senior Manager  
Department **of** Community Services **and** Development  
P.O. **Box** 1947  
Sacramento, CA **95812-1947**  
Or by facsimile to (916) 263-1651

EXHIBIT B  
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT

Contractor will not receive any direct financial consideration under this Agreement.

2. CSD'S PROJECT COORDINATOR

The Manager of the Energy and Environmental Services is designated as the Department's Project Coordinator. The Department may, at any time, designate a substitute Project Coordinator.

3. CONTRACTOR'S PROJECT COORDINATOR

Ruby Paiste, Internal Services Manager is designated as the Contractor's Project Coordinator. The Project Coordinator can be reached at (209) 333-6800 ext. 2591. The Contractor may, at any time, designate a substitute Project Coordinator. Notification to CSD of any change in the Project Coordinator will be made in Writing and will not require an amendment to this Agreement.

4. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CSD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State of California Budget Act for purposes of this program, CSD shall have the option to either cancel this Agreement with no liability occurring to CSD, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B  
(Standard Agreement)

- C. Notwithstanding the language in Sections 4.A. or 4.B. above, if CSD believes that funds will be insufficient to allow the State to make LIHEAP payments to Contractor i.e., for the reasons described in Section 4.A. or 4.B. above, then CSD shall promptly notify Contractor's Project Coordinator. CSD and the Contractor's Project Coordinator shall attempt to amend this Agreement so the LIHEAP payments can continue to the extent possible given the nature of the shortage or unavailability of funding for **LIHEAP**. The parties agree that it is undesirable to terminate this Agreement for any short-term unavailability of **LIHEAP** funds and that it would be preferable, if Federal funds are not available for LIHEAP, to suspend LIHEAP until CSD is able to obtain sufficient funding to resume credits to qualified low-income energy customers, as provided for under LIHEAP.

5. PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program **and** fiscal delays that would occur if the Agreement were executed after that determination **was** made.
- B. This contract is valid and enforceable **only** if sufficient funds **are** made available to CSD by the United States Government for the purpose of this program. In addition, this Agreement is subject to **any** additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or **funding** of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for LIHEAP, this Agreement shall be amended to reflect any reduction in funds.
- D. **CSD** has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction for funds.
- E. CSD will notify Contractor's Project Coordinator if federal funds are insufficient for LIHEAP to continue **as** expected during the next fiscal year or if restrictions, limitations or conditions have been imposed by Congress on the LIHEAP or funding for it **as** soon **as** the Federal grant award letter **has** been issued **with** some constraint. CSD further agrees that Contractor's willingness to suspend the LIHEAP, **as** described herein and in Section 5.C. above, does not constitute **an** agreement by Contractor that: (i) funding for LIHEAP is unimportant or (ii) a delay in crediting a customer **with** LIHEAP funds is acceptable, to either Contractor or its customers.

EXHIBIT C  
(Standard Agreement)

**GENERAL TERMS AND CONDITIONS – GTC 610**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties **and** approved by the Department of General Services, if required. Contractor may not commence performance ~~until~~ such approval **has** been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved **as** required. No oral understanding or Agreement not incorporated in the Agreement is binding on any **of** the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or **in part**, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation **pertaining** to the performance of this Agreement. Contractor agrees to **maintain** such records for possible audit for a minimum of three **(3)** years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who **might** reasonably have ~~information~~ related to such records. Further, Contractor agrees to include a similar **right** of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §101 15 et seq., CCR Title 2, Section **1896**).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and **save** harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and **all** contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection **with** the performance of this Agreement, and **from any** and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to **perform** the requirements of **this** Agreement at the time and in the manner herein provided. In the event of such termination the ~~State~~ may proceed with the work in any manner deemed proper **by** the State. All costs to the State shall be deducted from any ~~sum~~ due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**EXHIBIT C**  
**(Standard Agreement)**

**8. INDEPENDENT CONTRACTOR** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of **perjury**, the **minimum**, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

**10. NON-DISCRIMINATION CLAUSE:** During the performance of **this** Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including H N and **AIDS**), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of **the** California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:** The **CONTRACTOR CERTIFICATION CLAUSES** contained in the document CCC **307** are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:** Time is of the essence in this Agreement.

**13. COMPENSATION:** The consideration to be paid Contractor, **as** provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.



EXHIBIT C  
(Standard Agreement)

**15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section **16750** of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section **4550**.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body **all** rights, title, and interest in and to all causes of action it may have under Section **4** of the Clayton Act (**15 U.S.C. Sec. 15**) or under the Cartwright Act (Chapter 2 (commencing with Section **16700**) of Part **2** of Division **7** of the Business and Professions Code), arising from purchases **of** goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section **4552**.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body **as part** of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section **4553**.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause **of** action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section **4554**.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code **7110**, that:

a. The contractor recognizes the importance of child and family support obligations and shall **fully** comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, **as** provided in Chapter 8 (commencing with section 5200) of Part **5** of Division **9** of the Family Code; and

**EXHIBIT C**  
**(Standard Agreement)**

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of **all** new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY **HIRING** CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within **60** days of receiving final payment under this Contract (or within such other time period **as** may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (**Govt.** Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within **60** days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify **in** a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance **of** the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the **DVBE**; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); **Govt.** Code § 14841.)

20. **LOSS LEADER**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product **as** a "loss leader" as defined **in** Section **17030** of the Business and Professions Code (**PCC 10344(e)**).

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **CANCELLATION**

Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party.

2. **SUBCONTRACTS**

No subcontracts shall be permitted under this Agreement; therefore, references to subcontractors or subcontracts **as** part of standard provisions that have been included herein shall have no applicability.

3. **CERTIFICATION**

Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it ~~will~~, unless exempted, comply with the provisions set forth in the following: Information Integrity and Security (Department of Finance, Budget Letter **04-35**).

4. **LABOR CODE/WORKERS' COMPENSATION**

Both parties agree that they are aware of the provisions that require every employer to be insured against liability for Workers' Compensation or ~~to~~ undertake self-insurance **in** accordance with the provisions, **and** CSD affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section **3700**)

5. **RESOLUTION**

Contractor must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body that by law **has** authority to enter into ~~an~~ agreement, authorizing execution of the agreement.

6. **COMPLIANCE WITH LAWS AND TAX WITHHOLDING**

- A. CSD shall comply with all applicable Federal, State, and local laws, rules, and regulations **and** shall obtain all permits required to conduct its business and perform the work called for in this Agreement, if applicable.
- B. CSD represents and warrants that it will withhold all taxes, if **any**, which are required to be Withheld under applicable laws ~~with~~ respect to CSD personnel who perform services for the Contractor. CSD shall ~~indemnify~~ and hold the Contractor harmless, on ~~an~~ after-tax basis, for any liability incurred by the Contractor **as a result of** CSD's failure to institute **any** such required withholding.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. INDEPENDENT CONTRACTOR**

CSD, and the agents and employees of CSD, in the performance of **this** Agreement, shall act in an independent capacity and not **as** officers or employees or agents **of** Contractor.

**2. DELEGATION OF CSD'S DUTIES**

This Agreement is not assignable by CSD, either in whole or in part, without the consent of Contractor **in** the form **of** a formal written amendment. CSD shall not employ other consultants or contractors to provide key **data** entry, document perfection, and/or **any** other services under this Agreement without the prior written approval of Contractor, nor shall the duties of CSD, under this Agreement, be delegated without prior written approval of Contractor. Unless otherwise expressly agreed upon by Contractor, CSD shall remain responsible for the quality and timeliness of performance notwithstanding **any** delegation.

**3. CONFLICT OF INTEREST/BUSINESS ETHICS**

CSD shall exercise reasonable care and diligence to prevent **any** actions or conditions that could result in a conflict with Contractor's interest. **During** the term of this Agreement, CSD shall not accept any employment or engage in any consulting work that creates a conflict of interest with Contractor or **in** any way compromises the services to be performed under this Agreement. **All** financial statements, reports, billings, and other documents rendered **shall** properly reflect the facts about all activities and transactions handled for the account of Contractor.

**4. WARRANTY**

CSD warrants to Contractor that the work under this Agreement shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed, so **as** to ensure that the services performed are correct **and** appropriate for the purposes contemplated in this Agreement and related specifications.

**EXHIBIT E**  
**(Standard Agreement)**

5. CONFIDENTIALITY

- A. In the course of performing the services under this Agreement, CSD may have access to confidential, commercial, or personal information concerning, but not limited to, technology, rate **making**, legislative, and personnel matters and practices of the Contractor, its subsidiaries, affiliates, or members of the public. CSD agrees not to disclose any such information without the prior Written approval of Contractor.
- B. Contractor hereby agrees to provide required security to insure the confidential, physical security and safekeeping of all **data**, information, files, and documents while in its possession. Through the observance of the **same** or more effective procedural requirements **as** used by CSD, Contractor will protect from unauthorized use and disclosure all sensitive **data**, documentation, or other information that are designated confidential by CSD and made available to Contractor in order to carry out this Agreement. CSD shall provide to Contractor in writing the identification of all such confidential data and information, as well **as** CSD procedural requirements for protection of such data and information from unauthorized use and disclosure.
- C. **Any** representation herein made by CSD relating to confidentiality or the operations, limitations, and requirements for the furnishing of personnel records, **as** set forth in EXHIBIT E, ADDITIONAL PROVISIONS, Section 6., CSD's Use of Contractor's Property, below shall be subject to the Information Practices Act of 1977, , Section 1798 et seq. of the California Civil Code, and the California Public Records Act, Section 6250 et seq. of the California Government Code.

6. CSD'S USE OF CONTRACTOR'S PROPERTY

All records, reports, computer programs, written procedures, **and** similar materials, documents, or data, in whatever form provided by Contractor for CSD's use in performance of services under this Agreement shall remain the confidential property of Contractor and shall be returned to Contractor immediately upon completion of CSD's use or upon written request of Contractor.

7. NONWAIVER

The waiver by either **party** of **any** breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of **any** obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation; nor shall **any** waiver of any incident of breach or default constitute a continuing waiver of the same. All waivers shall be **in** Writing.

**EXHIBIT E**  
**(Standard Agreement)**

8. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Contractor shall not be liable for incidental or consequential damages including but not limited to loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts, unless expressly authorized in writing by Contractor.

9. INSURANCE

CSD is a self-insured entity. If said coverage no longer prevails, CSD ~~will~~ notify Contractor ~~within~~ thirty (30) days of said coverage expiration.

10. CAPTIONS

The captions of the various sections, paragraphs, and subparagraphs are for convenience **only and** shall not be considered or referred to in resolving questions of interpretations.

11. VENUE

In the event that suit shall be brought by either **party** to this Agreement, the parties agree that venue shall be exclusive vested in the State Courts of the **County** of Sacramento, or where otherwise appropriate, exclusively in the United States District Court for the Eastern District **of** California in Sacramento, California.

12. OTHER AGREEMENTS

This Agreement shall not prevent either party from entering into similar agreements ~~with~~ others.

13. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to, any disputes between CSD **and** Contractor regarding the construction or application of this Agreement and claims arising out of this Agreement or its breach shall be submitted to mediation within **thirty (30)** calendar days of the written request of one **party** after the service of that request on the other **party**.

**EXHIBIT E**  
**(Standard Agreement)**

- B. The parties shall make best efforts to settle all disputes arising under **this** Agreement **as** a matter of normal business and without recourse to either mediation or litigation. If the parties are unable to resolve a dispute **with** respect to this Agreement, either party may send a notice to the other requesting a meeting at which senior officers or officials of the parties will attempt to resolve the dispute. If the parties are unable to resolve the dispute **within** ten (10) days after the meeting notice is received by the party to whom it is directed, or such longer period **as** the parties may agree, then either party may initiate mediation **as** set forth herein.
- C. Mediation under **this** section is a condition precedent to filing **an** action in any court. In the event of litigation that arises out of any dispute related to **this** Agreement, the parties shall each pay their respective attorney's fees, expert witness costs, **and** cost of suit, regardless of the outcome the litigation.

14. FEDERAL EOUAL OPPORTUNITY LAWS

**During** the performance of this Agreement, and to the extent they may be applicable to this Agreement, CSD **agrees** to comply **with** the following:

- A. Federal Executive Order 11246, **as** amended by Executive Order 11375 relating to equal employment opportunity;
- B. Title VI and Title VII of the Civil Rights Act of 1964; **as** amended;
- C. Rehabilitation Act of 1973, **as** amended;
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, **as** amended;
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor, **as** amended; and
- F. Public Law 101-336, Americans with Disability Act of 1990, as amended.

**EXHIBIT F**  
**(Standard Agreement)**

**PROGRAMMATIC PROVISIONS**

1. . A. CSD will process applications and make a determination of applicant's eligibility for assistance based upon pre-established criteria pursuant to the LIHEAP. CSD will provide the Contractor with a disk which lists applicants determined eligible for assistance and the amount of assistance **as** shown on Attachment 2. Payment, in the form of a State of California warrant, and Direct Payment Summary (Attachment 3), shall accompany the ~~disk~~, and shall represent the sum total of benefits contained on said *transmittal*.
- B. Contractor will process payments contained on aforementioned disk in accordance with the provisions of the enclosed LIHEAP Direct Payment Instructions (Attachment 1).
- C. Contractor will provide notification of LIHEAP payment to each customer for whom a credit is made. The wording of said notification must contain the words "LIHEAP credit."
- D. The Contractor shall attempt to credit the accounts of qualified low-income customers by the subsequent billing cycle following the receipt **of** the transmittal and State of California warrant.
- E.
  - 1) Contractor is responsible for completing and returning to CSD, the Direct Payment Summary that accompanies each transmittal, ~~within~~ ten (10) working days of processing and handling the batch run of eligible low-income utility customers receiving LIHEAP assistance. Contractor shall complete the Direct Payment *Summary* by indicating: a) the total number of customer accounts where the Contractor **was** successful in crediting **full** amount of eligible LIHEAP benefit; b) the customer accounts where the Contractor was only able **to** credit a partial amount of the eligible **LIHEAP** benefit, also referred to as Partial Payment Return; and c) the customer accounts where the Contractor was unable to credit any of the eligible LIHEAP assistance amount, also referred to **as** Full Payment Return.
  - 2) Contractor shall return any undeliverable LIHEAP benefits to CSD during the course of this Agreement.

2. **DISBURSEMENTS**

Funds provided under this Agreement shall be disbursed and applicant accounts credited in accordance with the provisions **of** the LIHEAP Direct Payment Instructions.



**EXHIBIT F**  
**(Standard Agreement)**

**3. ASSURANCES**

- A. Contractor shall charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the payment amount made by the Department. The **actual** costs of the home energy shall be consistent with applicable utility company tariffs as approved by the **CPUC**, if applicable.
- B. Contractor assures that no household receiving assistance under this process will be treated adversely because of such assistance under applicable provisions of State **Law** regarding public regulatory requirements.

**4. REPORTS**

Reports required under **this** Agreement *are* detailed in the LIHEAP Direct Payment Instructions and the attachments thereto.

ATTCHMENTS

## Direct Payment

### LIHEAP Direct Payment Instructions and Samples

- Attachment 1 – Direct Payment Instructions
- 'Attachment 2 – Sample Printout
- Attachment 3 – HEAP Direct Payment Summary
- Attachment 4 – Utility Direct Pay File Format

**ATTACHMENT 1**

**LIHEAP DIRECT PAYMENT INSTRUCTIONS**

**HOW TO MAKE A MATCH**

**OPEN ACCOUNTS:** If an applicant's utility account is open at the time a LIHEAP payment is received, the full amount of the payment can be applied even if it creates a credit to the account

It is incumbent upon your company to match payments to the correct account ~~and~~ customer of record to which the LIHEAP applicant has directed the benefit. For this purpose, both the "Customer of Record" ~~and~~ last name of the LIHEAP applicant, "Applicant Last Name" ~~has~~ been provided, ~~as~~ well ~~as~~ an account number and service address.

**CLOSED ACCOUNTS:** If, ~~at~~ the time the LIHEAP benefit is to be applied, and the applicant's reported utility account is closed, you must select and complete one of the three options below:

- 1.) 'A match can be made with ~~an~~ applicant's new account within the same utility company.
- 2.) If the account is CLOSED with an outstanding balance owed, a partial payment can be made ~~and~~ the difference refunded to CSD with a notation on your printout.
- 3.) If the account is CLOSED with no outstanding balance, the total amount of LIHEAP benefit should be returned to CSD with a notation on your printout.

**HOW TO NOTIFY CSD OF PARTIALS AND/OR NON-MATCHES**

1.) **PRINTOUTS:**

- Using the **disk** that was provided with the LIHEAP payment., print the page upon which the LIHEAP applicant's name appears.
- Circle the **name** of the customer of record to **whose** account the partial payment was applied (See Attachment 2).
- Note beside the LIHEAP payment the amount that is being returned to CSD (the difference between the CSD payment and the returned amount is the amount ~~which~~ was credited to the customer of record). If there is a 100% refund to CSD, note the **total** LIHEAP payment amount.

**July 1,2012-September30,2014**  
**Direct Payment Agreement**

- Provide ~~an~~ adding machine tape ~~listing~~ the total amount of money to be refunded to CSD. The tape should include both the individual amounts, as well ~~as~~ a total.
- Return the LIHEAP DIRECT PAYMENT SUMMARY SHEET, which accompanies each run of selected payment records, with the number of partials and/or non-matches (See Attachment 3).
- Attach a check made payable to CSD and return your printout (with partials/non-matches information), adding machine tape, and summary page to:

The Department of Community Services and Development  
Energy and Environmental Services  
**P.O.Box 1947**  
Sacramento, CA 95812-1947

2.) Compact Disk (CD)/File Transfer Protocol (FTP)

- If you expect to return the “partial or non-match” information to CSD by CD or File Transfer Protocol (FTP), refer to Attachment 4 for more specific instructions on how to code the record.

**WHAT IF ALL RECORDS ARE MATCHES**

If you find that all records on a specific run *are* matches to your client database, you need to notify CSD on the LIHEAP Direct Payment Summary. In the case of a 100% match, the figure in the “Run \$ Total” column would be the same amount as the amount in the “Total \$ Match” column (Attachment 3).

**ATTACHMENT 2**

DATE 07/01/2012

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
2012 HOME ENERGY ASSISTANCE PROGRAM  
(Federally Funded Programs)**

PAGE: 1

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**UTILITY COMPANY NAME**  
Pay Run on 07/01/2012

ACCOUNTNUMBER	PAY AMT	CUSTOMER OF RECORD	SERVICE ADDRESS	APPLICANT LAST NAME	DLN
4257809602625000003301	\$236.00	BETTY CASTRO	2625 S MAIN ST LOS ANGELES, CA 95678	CASTRO	1204I0500000004
1099766500156000000401	\$297.00	FRED JONES	156 W 82 ST LOS ANGELES, CA 90003	JONES	120630700000026

**GRAND TOTAL: \$530.00**

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**

P.O. Box 1947  
 Sacramento, CA 95812-1947  
 (916) 576-7109  
 (916) 263-1651 (FAX)  
 (916) 263-1402 (TDD)



July 1, 2012-September 30, 2014  
 Direct Payment Agreement

**ATTACHMENT 3****2012 LIHEAP DIRECT PAYMENT SUMMARY****PLEASE COMPLETE FOR EACH DIRECT PAYMENT BATCH**

<b>CSD RUN DATE</b> (THIS DATE IS ON THE TOP LEFT HAND CORNER OF THE PRINT- OUTS)	<b>(A)</b> <b>TOTAL DOLLAR AMOUNT FROM CSD</b> (THIS IS THE CHECK AMOUNT THAT WAS SENT WITH THIS RUN DATE NOTE: THIS AMOUNT SHOULD MATCH THE PRINT- OUT)	<b>(B)</b> <b>TOTAL DOLLAR AMOUNT BEING RETURNED CSD</b> (ENTER THE AMOUNT OF THE CHECK THAT WILL BE RETURNED TO CSD WITH THIS FORM)	<b>(C)</b> <b>TOTAL NUMBER OF RECORDS BEING RETURNED TO CSD</b> (ENTER THE NUMBER OF RECORDS THAT WILL BE RETURNED TO CSD WITH THIS FORM)	<b>(D)</b> <b>TOTAL DOLLARS THAT MATCHED</b> (THIS IS THE AMOUNT THAT YOU STARTED WITH, MINUS ANY RETURN DOLLARS, EQUALS TOTAL. DOLLARS MATCHED A- B=D)
07/01/2012				

COMPLETED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

UTILITY COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE RETURN THIS SUMMARY SHEET WITH PRINT-OUTS AND CHECK (FOR NON-MATCHES)  
 NO LATER THAN 10 DAYS FOLLOWING RECEIPT FROM CSD**

PLEASE RETURN SUMMARY SHEET TO: Barbara Ramos, ENERGY SERVICES  
**HOME** ENERGY ASSISTANCE PROGRAM  
 P. O. BOX 1947  
 SACRAMENTO, CA 95812-1947

**IF YOU HAVE ANY QUESTION PLEASE CONTACT**  
 Barbara Ramos (916) 576-7162

CHECK NUMBER		DATE RECEIVED		DATE SENT TO ITS	
\$ AMOUNT RETURNED		SUMMARY			

# ATTACHMENT 4 Utility Direct Pay File Format

July 1,2012-September 30,2014  
Direct Payment Agreement

Header Record					
Data Field	Length	Justification	Domain	Comment	Source
Header Identification Code	5	left	00HDR	First five characters of first line of all data files	constant
System Date	8	left	YYYYMMDD	Date file produced	system
System Time	6	left	HHMMSS	Time file produced	system
Utility Initials	5	left	XXXXX	PGE, SOCG etc.	u.utility_initials
Filler	259	left	spaces	pad to fixed record length *	calculated
Detail Record					
Data Field	Length	Justification	Domain	Comment	Source
Record Number	5	left	NNNNN	0001-NNNN	calculated
Utility Account Number	30	left	Utility specific	Complete current account number, without punctuation, including check digits (if used)--left-justify, force to upper-case, pad with trailing spaces	ap.account_no
Payment Amount	8	right	NNNNN.NN		p.paid_amount
Energy Bill Address Line 1	44	left			ae.bill_address_1
Energy Bill Address Line 2	18	left			ae.bill_address_2
Energy Bill Address City	30	left			ae.bill_city
Energy Bill Address State	2	left	XX		ae.bill_state_code
Energy Bill Address Zip	9	left	NNNNN(NNNN)		ae.bill_zip_code
Bill First Name	20	left			ap.bill_first_name
Bill Last Name	30	left			ap.bill_last_name
Bill Middle Initial	1	left			ap.bill_middle_initial
Applicant First Name	20	left			a.first_name
Applicant Last Name	30	left			a.last_name
Applicant SSN	9	left	NNNNNNNNN	Applicant Social Security Number	a.ssn
App SLN	12	left	N(NNNNNNNNNN)	System Locator Number - left justified, padded with spaces	app.sln
App DLN	15	left	NNNNNNNNNNNNNNN	Document Locator Number - left justified, padded with spaces	app.dln
Footer Record					
Data Field	Length	Justification	Domain	Comment	Source
Footer Identification Code	5	left	99EOF	First five characters of footer	constant
Record Count	5	right	NNNNN	Total number of detail records	calculated
Payment Amount Total	12	right	NNNNNNNNN.NN	Payment amount total	calculated
Filler	261	left	spaces	pad to fixed record length *	calculated
Notes:					
* Fixed record length: 283 characters + Carriage Return + Line Feed					
Source column table abbreviation key:					
a=applicant					
ap=app_program					
ae=app_energy					
p=app_program_payment					
u = utility					
(rev. 11/2/2001)					

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
P.O. Box 1947  
Sacramento, CA 95812-1947  
(916) 576-7109  
(916) 263-1406 (FAX)  
(916) 263-1402 (TDD)



May 14, 2012

To: All Direct Payment Program Participants:

July 1, 2012-September 30, 2014 Direct Payment Program Agreement

Attached, is the agreement referenced above for your approval and signature. In order to expedite the execution of your Agreement packet, please print **two copies**, observe the following instructions, and feel free to use this letter **as** a checklist:

- ☐ Please review your contract carefully as there are a few minor changes.
- ☐ Contractors **must** submit the Standard 204 attached. The following links may be used to access these forms or you may access on our CSD website.  
<http://www.documents.dgs.ca.gov/osp/pdf/STD204.pdf>
- ☐ Print or type the name and title of the person authorized to sign the Agreement on both copies.
- ☐ Have your authorized representative sign both copies of the Agreement. Your authorized representative is the person who has your governing board's authorization to execute Agreements on behalf of your company.
- ☐ The Agreement shall be accompanied by a copy of the resolution, order motion, or ordinance of the local governing body, which by law has authority to enter into the proposed contract, authorizing the execution of the agreement.
- ☐ The Agreement must remain unchanged; CSD is not able to process Agreements that have been changed by a company. If you see the need to make changes to the Agreement, please contact your **Program Analyst**, Mary Rhine at (916) 576-7186, who will arrange for Contract Services Unit to immediately mail **your** company a corrected Agreement. Do not use correction fluid or tape. If a correction to any page is necessary, please contact your Program Analyst.
- ☐ Do not staple anything to the Agreement such **as** a transmittal letter or board resolution. You may place documents in front of or behind the Agreement packet.
- ☐ Return the Agreement package to CSD's Contract Services Unit within **30** days of the date of this letter. If **you** are unable to do so, please contact your Program Analyst. Once it is fully executed, Contracts Services Unit will send your company one copy of the executed Agreement for your files.

If you have any questions regarding the Agreement process, you may contact Abigail Churchill of my staff at (916) 576-5316.

Sincerely,

Kimberley Petz  
Manager, Contract Services Unit  
KP:ac



Enclosure



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev.6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) _____ <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN</b> (Last, First MI.) _____         </div> <div style="width: 35%;"> <b>E-MAIL ADDRESS</b> _____         </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <b>MAILING ADDRESS</b>            P.O. Box 3006  <hr/> <b>CITY, STATE, ZIP CODE</b>            Lodi, CA 95241-1910         </div> <div style="width: 48%;"> <b>BUSINESS ADDRESS</b>            221 W. Pine St.  <hr/> <b>CITY, STATE, ZIP CODE</b>            Lodi, CA 95241-1910         </div> </div>		
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 9 4 - 6 0 0 0 3 6 1		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
<b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>PARTNERSHIP</b>   <input type="checkbox"/> <b>ESTATE OR TRUST</b> </div> <div style="width: 50%;"> <b>CORPORATION:</b>  <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)  <input type="checkbox"/> <b>EXEMPT</b> (nonprofit)  <input checked="" type="checkbox"/> <b>ALL OTHERS</b>    Municipal Corporation         </div> </div> <hr/> <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b>       -     -		
<small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>			
<b>4</b>	<b>PAYEE RESIDENCY STATUS</b>  <input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.         </div>		
<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Jordan Ayers, Deputy City Manager/Internal Services Director		<b>TITLE</b> _____	
<b>SIGNATURE</b> 		<b>DATE</b> 6/18/2012	<b>TELEPHONE</b> (209) 333-6700
<b>6</b>	<b>Please return completed form to:</b>  Department/Office: Department of Community Services and Development Unit/Section: Contract Services Unit Mailing Address: P.O. Box 1947 City/State/Zip: Sacramento, California 95817-1947 Telephone: (916) _____ Fax: (916) _____ E-mail Address: _____		

**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003)(REVERSE)

**Requirement to Complete Payee Data Record, STD. 204**

- 1 A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.  
  
Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
- 2 Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
- 3 Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).  
  
The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
- 4 Are you a California resident or nonresident?  
  
A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.  
  
A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.  
  
For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.  
  
Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.  
  
For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:  

Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
- 5 Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
- 6 This section must be completed by the State agency requesting the STD. 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

RESOLUTION NO. 2012-163

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
DIRECT PAYMENT PROGRAM AGREEMENT WITH THE  
STATE OF CALIFORNIA DEPARTMENT OF  
COMMUNITY SERVICES AND DEVELOPMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Low-Income Home Energy Assistance Program; and

BE IT FURTHER RESOLVED that the term of this Agreement will be in effect from July 1, 2012 through September 30, 2014.

Dated: October 17, 2012

=====

I hereby certify that Resolution No. 2012-163 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 17, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,  
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk